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**A G R E E M E N T**

between

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

and

MATAWAN REGIONAL TEACHERS ASSOCIATION

(Secretarial - Clerical Employees)

X JULY 1, 1983 through JUNE 30, 1986

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**PREAMBLE**

This Agreement entered into this 8th day of September, 1983, by and between the Board of Education of the MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT, Monmouth County, New Jersey, hereinafter called the "Board", and the MATAWAN REGIONAL TEACHERS ASSOCIATION, hereinafter called the "Association."

**WITNESSETH:**

Whereas, the Board has an obligation, pursuant to Chapter 123, Public Laws, 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

Whereas, the parties have reached certain understanding which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**  
**RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all clerical personnel whether under contract, on leave, on an hourly or per diem basis, employed or to be employed by the Board, including:

secretaries, clerk-typists, payroll clerks, bookkeepers,  
instructional aides, PEX operators, accounts payable/  
payroll manager, special services office manager, and  
student transportation manager;

but excluding:

the secretary to the superintendent, the secretary to the  
deputy superintendent, and the secretary to the Board secretary.

B. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer specifically to those employees in the negotiating unit and reference to male employees shall include female employees.

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor Agreement, provided the Association still represents a majority of the employees in the bargaining unit, in accordance with Chapter 123, Public Laws, 1974. These negotiations shall be in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1 of the calendar year

## **ARTICLE II - NEGOTIATION PROCEDURE (Continued)**

preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees in the bargaining unit, shall be reduced to writing, shall be signed by the Board and by the Matawan Regional Teachers Association.

B. During the negotiations, the Board, through its negotiating committee, and the Association, through its negotiating committee, shall present relevant data and exchange points of view.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Either side may invite one or more consultants or spokesmen to attend and participate in any negotiating session.

D. The Board agrees not to negotiate concerning any employee in the negotiating unit as defined in Article I of this Agreement, in violation of Chapter 123 of the Public Laws of 1974 or any rules or regulations promulgated pursuant thereto.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

Grievance - A "grievance" shall mean a complaint based upon a wrong believed by an employee in the negotiating unit to have been suffered by him as a result of a violation, misinterpretation or inequitable application of any provision of this Agreement, or through an act or condition which is contrary to established Board policy or Board and/or administrative practice governing or affecting employees except that the term "grievance" shall not

### **ARTICLE III - GRIEVANCE PROCEDURE (Continued)**

apply to:

- (1) Any rule or regulation of the State Department of Education having the force and effect of law.
- (2) Any rule or regulation of the State Commissioner of Education having the force and effect of law.
- (3) Any matter which according to law is beyond the scope of Board authority.
- (4) Any matter which according to law is exclusively within the discretion of the Board.

**Grievant** - Grievant shall mean an employee believing to have been or to be aggrieved.

**Employee** - An employee shall mean an employee within the negotiating unit.

**Immediate Superior** - The principal or such person acting as the principal in the latter's absence.

#### **B. PRINCIPLES**

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than twenty (20) calendar days following its occurrence or the time when he should have known about it. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred.

2. A grievant may present and process his grievance personally or through an appropriate representative. Should a grievant want to process his

### ARTICLE III - GRIEVANCE PROCEDURE (Continued)

grievance personally or through an appropriate representative of his own choosing, he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.

3. No reprisals shall be taken by the Board or Administration against any employee because he utilizes the grievance procedure.

4. Should a grievance result from action taken by the superintendent or the Board, a grievant may present his grievance initially at the third step of the grievance procedure.

5. Forms developed jointly by the Board and the Association will be used for the filing of grievances.

#### C. PROCEDURE

##### STEP ONE:

(a) A grievant may initially discuss the matter identified as a grievance with the immediate superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, sub-section 1.

(b) A grievant shall file his grievance in writing by presenting the written grievance to the immediate superior and forwarding copies to the superintendent and the Matawan Regional Teachers Association.

##### STEP TWO:

(a) The grievant and the immediate superior shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which it is filed.

(b) The immediate superior shall communicate his

### **ARTICLE III - GRIEVANCE PROCEDURE (Continued)**

decision in writing to the grievant not later than seven (7) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the superintendent and the Matawan Regional Teachers Association.

#### **STEP THREE:**

(a) If the grievance has not been resolved at step two of the procedure, the grievant may request a hearing of his grievance by the superintendent or his designated representative. This shall be done not later than seven (7) calendar days following the principal's decision.

(b) The grievant and superintendent or his designated representative shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which the hearing was requested.

(c) The superintendent or his designated representative shall communicate his decision in writing to the grievant not later than forty five (45) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Matawan Regional Teachers Association.

#### **STEP FOUR:**

(a) In the event the grievant is dissatisfied with the determination of the superintendent aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to binding arbitration. The grievant shall request in writing that the Matawan Regional Teachers Association (MRTA) submit his grievance to arbitration. If the MRTA decides the grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of



### ARTICLE III - GRIEVANCE PROCEDURE (Continued)

the superintendent. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the superintendent and the Matawan Regional Teachers Association shall mutually agree upon a longer time period within which to assert such a demand.

(b) The Superintendent may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the superintendent.

(c) The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this Agreement.

(d) Within fourteen (14) calendar days after the MRTA shall have delivered the written request for arbitration, the superintendent and the MRTA shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(e) The arbitrator so selected shall confer with the superintendent and the MRTA and hold hearings promptly, and he shall issue his decision not later than twenty (20) calendar days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the superin-

### **ARTICLE III - GRIEVANCE PROCEDURE (Continued)**

tendent and the Association and shall be final and binding on the parties.

(f) The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

### **ARTICLE IV**

#### **EMPLOYEE RIGHTS**

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws, 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to terms and conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, his participation in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Whenever any employee is required to appear before the superin-

#### ARTICLE IV - EMPLOYEE RIGHTS (Continued)

tendent or his designee, Board, or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

D. No employee shall be prevented from wearing regular membership pins or other identification of membership in the Association or its affiliates.

## ARTICLE V

### SALARY AND HOURS OF WORK

A. The salaries of all employees covered by this Agreement are set forth in Schedule A. Credit on the salary guide for prior business and school experiences shall follow existing practice wherein the employee comes into the system at whatever step on the salary guide is mutually agreeable to the employee and the superintendent. A joint salary study committee shall be created with representatives from the Association and the Board. This committee shall be charged with studying the salary guide structure of the members of the bargaining unit in order to make recommendations relating to, but not limited to items such as: job duties, job descriptions, job rates, and relationships between and among twelve-month, eleven-month, and ten-month employees. The salary guide for 1983-84 is retroactive to July 1, 1983.

B. The length of the workday for groups 1-4 shall be seven (7) hours exclusive of a one hour lunch. The length of the workday for group 5 (instructional aides) shall be six and one half (6-1/2) hours exclusive of a forty (40) minute lunch at Lloyd Road, Matawan Avenue, and the high school, and a forty five (45) minute lunch at the elementary schools. Instructional aides shall be in school all those days between September 1 and June 30 that schools are open and operating whether pupils are present or not. There shall be a reduction in the work year from the 1982-83 work year by one (1) day for the school year 1983-84, one (1) day for the school year 1984-85, and one (1) day for the school year 1985-86. The aforementioned days, prior or subsequent to teacher work year, shall be determined at the sole discretion of the Board.

C. Vacations - Twelve month employees shall be entitled to a vacation with pay earned in accordance with the schedule noted below and to be taken in the year subsequent to the year in which it is earned.

**ARTICLE V - SALARY AND HOURS OF WORK (Continued)**

1-4 years equals two weeks paid vacation

5-10 years equals three weeks paid vacation

11 years and over equals four weeks paid vacation.

1. The Board agrees to provide advance notice of vacation scheduling. During years 1-4, vacation days for each year shall accrue to the employee at the rate of 10/12 of a day for each month of employment.

2. During years 5-10, vacation days for each year shall accrue to the employee at the rate of 15/12 of a day for each month of employment.

3. During the 11th year and over, vacation days for each year shall accrue to the employee at the rate of 20/12 of a day for each month of employment.

4. If the employee should leave employment with the Matawan-Aberdeen Regional Board of Education, vacation days accrued to him at the time of his leaving shall be calculated and he shall receive compensation for those vacation days.

D. The secretarial work calendar for twelve month employees shall be established by the Superintendent of Schools after consultation with the Association.

E. Compensatory time off shall be granted for those employees who remain after their normal hours to complete an assignment. Any employee with accumulated compensatory time who is unable to utilize such time before June 30th due to the press of school business may, with the permission of his supervisor, carry forward such compensatory time to the next school year only.

F. For those employees who engage in extra work, they shall be compensated at their regular hourly rate of pay for each hour or part thereof up to the first forty (40) hours; over forty (40) hours of work in a week, they

## **ARTICLE V - SALARY AND HOURS OF WORK (Continued)**

will be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay. Extra jobs shall be offered to regular employees within the administrator's building before being offered to temporary office help.

G. Where courses are requested by the Board to be taken by the employees, they shall be paid for by the employer.

H. The mileage allowance paid to employees will be as noted below and will be paid in accordance with Board policy:

1. 1983-84 - \$ .20 per mile
2. 1984-85 - \$ .21 per mile
3. 1985-86 - \$ .22 per mile

## **ARTICLE VI**

### **VACANCIES AND NEW POSITIONS**

A. Notice of all vacancies and new positions shall be posted in each office work area. The notice shall give a detailed description of the job. Each applicant shall be interviewed and given a reply to his application for the position.

## **ARTICLE VII**

### **EMPLOYMENT NOTIFICATION**

All employees shall be notified of their contract and salary status for the ensuing year no later than April 30th.

## ARTICLE VIII

### INSURANCE PROTECTION

A. The Board of Education will continue to pay all premiums for full family coverage under the present plan which consists of New Jersey Blue Cross-Blue Shield-Rider J coverages and supplementary major medical coverage.

B. The Board will pay up to the sums noted below per employee per annum for the New Jersey Dental Service Plan (known as the Delta Incentive Plan) family coverage as follows:

1. 1983-84 - \$368.64
2. 1984-85 - \$368.64
3. 1985-86 - \$410.00

C. The Board of Education will pay up to the sum of \$110.00 per employee per annum for direct prescription reimbursement and/or optical reimbursement for employees and their dependents. The existing prescription plan (N.J. Blue Cross) shall remain in effect until December 31, 1983. Effective January 1, 1984, said plan shall terminate and employees shall have an individual fund of \$110.00 minus the cost of the premium for said prescription plan for the period July 1, 1983 to December 31, 1983. The remainder shall be used for direct prescription reimbursement and/or optical reimbursement.

D. Any employee on an authorized unpaid sick leave of absence shall continue to have his/her health benefits (state health benefits plan, dental and prescription/optical plans) premiums paid for by the Board of Education while on such an authorized sick leave.

**ARTICLE IX**  
**LEAVE POLICIES**

**A. NON-PROMOTION IN SALARY BECAUSE OF ABSENCE**

A member of the clerical staff shall not be eligible for promotion or increase in salary if he or she has been absent from school for seventy-five (75) days or more during the previous school year, whether approved or not.

**B. APPROVED REASONS FOR ABSENCE**

Clerical personnel shall attend their duties faithfully and shall not be absent therefrom except for personal illness or for other good and sufficient reasons authorized by these Board rules and regulations, or approved by the Superintendent of Schools or the Board of Education. Clerical employees absent from duty shall forfeit full per diem salary during such absence except as hereinafter provided.

**C. SICK LEAVE**

1. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person covered by N.J.S.A. 18A:30-2 because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household (N.J.S.A. 18A:30-1).

2. Clerical personnel absent from school because of personal illness shall suffer no deduction of pay for each of the first ten (10) days of absence in any school year for ten (10) month employees; eleven (11) days for eleven (11) month employees; and twelve (12) for twelve (12) month employees.

3. If any clerical person requires less than ten (10), eleven (11), or twelve (12) days of sick leave in any school year, the number of days



**ARTICLE IX - LEAVE POLICIES (Continued)**

not utilized that year shall be accumulated to be used for additional sick leave if needed in subsequent years.

4. Employees shall be given a written accounting of their accumulated sick leave days no later than September 15th of each school year.

**D. ON THE JOB INJURY**

1. Whenever any full time employee of the Matawan-Aberdeen Regional School District is absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of his employment, such employee shall receive his full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave.

2. Any amount of salary or wages paid or payable to the employee pursuant to this policy shall be reduced by the amount of any workmen's compensation award made for temporary disability. Salary or wage payments provided by the section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statute.

**E. ABSENCE FOR DEATH IN FAMILY**

In case of the death of a parent, brother, sister, husband, wife, child, father-in-law, mother-in-law, grandchild or a relative who is a member of the immediate household of a clerical person, the employee shall be excused, without loss of pay from the day of death to the day after the funeral, inclusive, provided the absence does not exceed five (5) school days.

**F. ABSENCE FOR DEATH OF RELATIVE**

In case of the death of a relative not included in the above

## **ARTICLE IX - LEAVE POLICIES (Continued)**

section, an employee shall be excused for the day of the funeral without loss of pay. The definition of relative in this section shall include the following: grandfather, grandmother, uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild, stepfather, stepmother. If any of the above happen to be members of the immediate household of the employee, the provision allowing five (5) days' absence applies.

### **G. ABSENCE BY REASON OF QUARANTINE OR COURT ORDER**

A clerical person absent from school by reason of quarantine by the Board of Health, or in compliance with the requirements of a court subpoena, shall not suffer deductions in pay for such absence.

### **H. ABSENCE FOR APPEARANCE BEFORE MILITARY OR SELECTIVE SERVICE OFFICIALS**

No pay shall be deducted for absence for appearance before military or selective service officials concerning draft or enlistment. Such leave will be in addition to sick leave. One (1) day only is to be allowed.

### **I. ABSENCE IN CASE OF SERIOUS FAMILY ILLNESS**

In case of absence because of illness of a parent, brother, sister, husband, wife, child, mother-in-law, father-in-law, or a relative who is a member of the immediate household of the employee, the employee may be excused without loss of pay, provided the absences do not exceed three (3) days in any school year.

### **J. IN CASE OF JURY DUTY**

Clerical personnel required to be absent for jury duty shall be paid at the regular rate less the fee paid by the county for such jury duty.

## **ARTICLE IX - LEAVE POLICIES (Continued)**

### **K. PERSONAL DAYS**

Employees shall enjoy two undesignated personal days per year. They shall suffer no loss of pay and no approval shall be required. These days shall be non-accumulative as personal days.

Employees shall give their principal at least one (1) day's notice. The building principal, in his discretion, may waive the notice requirement in the event of an emergency.

Any unused undesignated personal days shall be added on to the individual's accumulated sick leave.

### **L. REPORT OF ABSENCE**

1. An employee who is absent from duty because of personal illness, death in the family, quarantine, appearance before military or selective service officials, or compliance with the requirements of a court shall notify the principal as early as possible, and notification shall be given in advance where possible. An employee who is absent from duty for any other reason shall first secure permission from the superintendent through the principal.

2. The employee shall, in reporting absence for personal illness, communicate to the principal the probable duration of the illness.

3. An employee who has been absent for two (2) days or more shall, before the end of the school day prior to the return, notify the principal of his expected return.

### **M. EXAMINATION**

1. The school physician shall examine or arrange for the examination of all cases of absence of clerical personnel for personal illness.

## ARTICLE IX - LEAVE POLICIES (Continued)

when requested by the superintendent or the Board.

2. If the absence of an employee exceeds ten (10) days in a calendar month, certification of such illness by the school physician may be required.

### N. LEAVE OF ABSENCE FOR OTHER REASONS

Leave of absence with pay will be granted only for reasons specifically mentioned in these rules. A leave of absence with full loss of pay shall be granted for any other emergency or urgent reason upon written application to the building principal. For the protection of the employee and for proper payroll accounting and audit, every absence must be accounted for in writing.

### O. LEAVE FOR MILITARY OR NAVAL SERVICE

Leave of absence shall be granted for entry into military or naval service in accordance with N.J.S.A. 18A:6-33.

### P. MATERNITY/PATERNITY LEAVE

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities as set forth in N.J.S.A. 18A:30-1 et seq. and the rules, regulations and policy statements and this agreement.

2. It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee which follows the disability phase during which

## **ARTICLE IX - LEAVE POLICIES (Continued)**

time the employee voluntarily suspends her clerical career to care for the newborn child. The child care leave shall also be available to an adoptive parent or the father of a newborn infant.

(a) **DISABILITY PHASE:** Any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of application, which shall be made upon sixty (60) days' notice to the Board, the employee shall specify in writing, the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the employee's and the Board's physicians may be treated as compensable sick leave time at the option of the employee.

(b) **CHILD CARE PHASE:** Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the tenured employee shall be granted, at his/her discretion, a leave for (1) the balance of the school year in which the birth or adoption occurred, or (2) the balance of the school year in which the birth or adoption occurred and the entire following school year. Any further extensions of child care leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

## **ARTICLE IX - LEAVE POLICIES (Continued)**

3. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who would not otherwise have been granted tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

4. No tenured or non-tenured employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any employee after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties.

## **ARTICLE X**

### **DEDUCTIONS FROM SALARY**

A. The Board agrees to deduct from the salaries of the clerical personnel, dues for the Matawan Regional Teachers Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under the rules established by the State Department of Education. Said monies, together with records of any corrections shall be transmitted to the treasurer of the Matawan

**ARTICLE X - DEDUCTIONS FROM SALARY (Continued)**

Regional Teachers Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The association treasurer shall disburse such monies to the appropriate association or associations.

B. Employees shall have the right to have deductions made from their salaries upon written authorization for deposit in their account in the Monmouth-Ocean County Credit Union.

C. Payroll deductions for Tax Sheltered Annuity Programs shall be provided for those employees expressing an interest in participating in such a program. No more than one (1) change may be made in this selection per school year. This deduction is in addition to the deduction permissible for participation in the Supplemental Annuity Plan of the T.P.A.F.

**ARTICLE XI**

**MISCELLANEOUS PROVISIONS**

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**ARTICLE XI - MISCELLANEOUS PROVISIONS (Continued)**

D. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all publicly available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of clerical employees, tentative budgets when adopted, agendas and minutes of all Board meetings, school census data when available, and names and addresses of all clerical employees. It is understood that this paragraph does not require the Board or any of its representatives to deliver any document in the nature of a working paper.

E. Representatives of the Association, the New Jersey Education Association, the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

F. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association for the life of the contract and for so long as it is the majority representative and to no other organization.

G. Copies of this Agreement shall be mimeographed at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all clerical employees now employed, hereafter employed, or any prospective employee who requests a copy.

H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at Broad and South Streets,  
Matawan, NJ 07747.



**ARTICLE XI - MISCELLANEOUS PROVISION (Continued)**

2. If by Board, to Association at Strathmore Shopping Center,  
Route 34, Matawan, NJ 07747.

**ARTICLE XII**

**TERMINAL LEAVE**

A. Terminal leave shall be granted to all employees in the bargaining unit retiring after ten (10) years of continuous service in the Matawan-Aberdeen Regional School District in an amount equivalent to one (1) month's salary providing that said employees meet the following conditions:

1. That they are members of a New Jersey State Plan that provides a pension based on their school district employment. This requirement shall not be applicable to the four (4) employees who were not members of such a plan on July 1, 1973.

2. That they have applied for and received approval for retirement benefits from said plan. With respect to the four employees who are not required to be such members, they shall be required to meet the same conditions as are imposed on members of the retirement plan even though they are not members.

B. The payment for unused sick leave earned in the district shall be granted to all clerical persons retiring after ten (10) years of continuous service in the Matawan-Aberdeen Regional School District in the amount of twenty (\$20.00) dollars per day. Commencing July 1, 1984, the aforementioned daily rate will be increased to twenty five (\$25.00) per day.

### **ARTICLE XIII**

#### **NO REPRISAL CLAUSE**

A. The Board and the Association mutually agree that there shall be no reprisals of any kind by either party against any member of the Board, administrator, teacher, parent, student, substitute teacher, or any other employee of the Board or other persons as a result of any action taken by any party or individual during the course of the strike. This includes any teacher bringing any action for "make-up days" or an extension of their work year as a result of time lost during the strike.

### **ARTICLE XIV**

#### **DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 1983 and shall continue in effect until June 30, 1986.

B. The terms of this Agreement are retroactive to July 1, 1983, except as specified otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

ATTEST:

Bruce Quinn By: Richard J. Brown  
BRUCE QUINN, Secretary DR. RICHARD J. BROWN, President

MATAWAN REGIONAL TEACHERS ASSOCIATION

ATTEST:

Patricia M. Mattern By: Marie Panos  
PATRICIA MATTERN, Secretary MARIE PANOS, President

**SCHEDULE A****MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT****1983-84 SECRETARIAL-CLERICAL SALARY GUIDE**

<b>STEP</b>	<b>IA</b>	<b>I</b>	<b>II</b>	<b>V</b>
1	\$ 10,100	\$ 7,400	\$ 5,900	\$ 5,300
2	10,500	7,800	6,300	5,600
3	10,900	8,250	6,700	5,900
4	11,300	8,700	7,100	6,250
5	11,700	9,150	7,500	6,600
6	12,100	9,600	7,950	6,950
7	12,550	10,050	8,400	7,300
8	13,000	10,500	8,850	7,650
9	13,500	11,000	9,400	8,050
10	14,000	11,500	9,950	8,500
11	14,650	12,100	10,500	8,950
12	15,400	12,750	11,150	9,400
13	16,150	13,600	11,850	10,100
14	17,000	14,500	12,750	10,800
15	17,850	15,400	13,750	11,500

**GROUP 1A - Accounts Payable/Payroll Manager; Special Services Office Manager;  
Student Transportation Manager; Information Services Specialists;  
Secretaries to Assistant Superintendents; Assistant to Business  
Administrator.**

**GROUP I - 12 months Secretaries, Bookkeeper, Payroll Clerks**

**GROUP II - 12 months Clerk Typists, P.B.X. Operator**

**GROUP V - 10 months Instructional Aides**

SCHEDULE A (Continued) - 1983-1984

Secretarial-Clerical-Instructional Aide Stipend

1. Certification - \$160.00 per year
2. A.A. Degree \* - \$270.00 per year
3. B.A./B.S. Degree - \$500.00 per year

\* For Secretaries and Clerks - Secretarial Science

\* For Instructional Aides - Education or job related fields

- a. The Board of Education may withhold, for inefficiency or other good cause, any increment provided for in these guides by a recorded roll call majority vote of the full membership of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days of the adoption of said action, to give written notice of said action, together with the reasons therefore, to the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:29-14. The denial of an increment shall not be otherwise grievable or arbitrable.
- b. Credit on the salary guide shall be given to:
  - (1) those employees who were promoted and did not receive their service increment, and
  - (2) those employees who were placed under contract after having worked in the Matawan-Aberdeen Regional Board of Education under voucher and who did not receive credit for that voucher service.
- c. In-Service Credits: Employees who participate in the in-service program shall be given two (2) credits for each in-service course completed.

**SCHEDULE A****MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT****1984-85 SECRETARIAL-CLERICAL SALARY GUIDE**

<b>STEP</b>	<b>IA</b>	<b>I</b>	<b>II</b>	<b>V</b>
1	\$ 10,450	\$ 7,600	\$ 6,000	\$ 5,400
2	10,900	8,050	6,400	5,700
3	11,350	8,500	6,800	6,050
4	11,800	8,950	7,200	6,400
5	12,250	9,400	7,600	6,750
6	12,700	9,850	8,050	7,100
7	13,150	10,300	8,500	7,450
8	13,600	10,750	9,000	7,850
9	14,050	11,250	9,500	8,250
10	14,750	11,950	10,050	8,650
11	15,500	12,750	10,750	9,150
12	16,400	13,550	11,650	9,700
13	17,300	14,450	12,600	10,500
14	18,200	15,450	13,600	11,400
15	19,200	16,450	14,700	12,300

**GROUP 1A - Accounts Payable/Payroll Manager; Special Services Office Manager;  
Student Transportation Manager; Information Services Specialists;  
Secretaries to Assistant Superintendents; Assistant to Business  
Administrator.**

**GROUP I - 12 months Secretaries, Bookkeeper, Payroll Clerks**

**GROUP II - 12 months Clerk Typists, P.B.X. Operator**

**GROUP V - 10 months Instructional Aides**

SCHEDULE A (Continued) - 1984-1985

Secretarial-Clerical-Instructional Aide Stipend

1. Certification - \$175.00 per year
2. A.A. Degree \* - \$295.00 per year
3. B.A./B.S. Degree - \$540.00 per year

\* For Secretaries and Clerks - Secretarial Science

\* For Instructional Aides - Education or job related fields

- e. The Board of Education may withhold, for inefficiency or other good cause, any increment provided for in these guides by a recorded roll call majority vote of the full membership of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days of the adoption of said action, to give written notice of said action, together with the reasons therefore, to the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:29-14. The denial of an increment shall not be otherwise grievable or arbitrable.
- b. Credit on the salary guide shall be given to:
  - (1) those employees who were promoted and did not receive their service increment, and
  - (2) those employees who were placed under contract after having worked in the Matawan-Aberdeen Regional Board of Education under voucher and who did not receive credit for that voucher service.
- c. In-Service Credits: Employees who participate in the in-service program shall be given two (2) credits for each in-service course completed.

**SCHEDULE A****MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT****1985-86 SECRETARIAL-CLERICAL SALARY GUIDE**

<b>STEP</b>	<b>IA</b>	<b>I</b>	<b>II</b>	<b>V</b>
<b>1</b>	<b>\$ 10,850</b>	<b>\$ 7,850</b>	<b>\$ 6,100</b>	<b>\$ 5,500</b>
<b>2</b>	<b>11,300</b>	<b>8,300</b>	<b>6,500</b>	<b>5,800</b>
<b>3</b>	<b>11,750</b>	<b>8,750</b>	<b>6,900</b>	<b>6,150</b>
<b>4</b>	<b>12,200</b>	<b>9,200</b>	<b>7,300</b>	<b>6,500</b>
<b>5</b>	<b>12,700</b>	<b>9,650</b>	<b>7,750</b>	<b>6,850</b>
<b>6</b>	<b>13,200</b>	<b>10,100</b>	<b>8,200</b>	<b>7,200</b>
<b>7</b>	<b>13,700</b>	<b>10,600</b>	<b>8,700</b>	<b>7,600</b>
<b>8</b>	<b>14,200</b>	<b>11,100</b>	<b>9,200</b>	<b>8,000</b>
<b>9</b>	<b>14,700</b>	<b>11,700</b>	<b>9,700</b>	<b>8,400</b>
<b>10</b>	<b>15,400</b>	<b>12,400</b>	<b>10,300</b>	<b>8,800</b>
<b>11</b>	<b>16,300</b>	<b>13,300</b>	<b>11,000</b>	<b>9,300</b>
<b>12</b>	<b>17,300</b>	<b>14,300</b>	<b>12,000</b>	<b>9,900</b>
<b>13</b>	<b>18,300</b>	<b>15,300</b>	<b>13,200</b>	<b>10,800</b>
<b>14</b>	<b>19,400</b>	<b>16,400</b>	<b>14,400</b>	<b>11,900</b>
<b>15</b>	<b>20,500</b>	<b>17,500</b>	<b>15,650</b>	<b>13,100</b>

**GROUP 1A - Accounts Payable/Payroll Manager; Special Services Office Manager;  
Student Transportation Manager; Information Services Specialists;  
Secretaries to Assistant Superintendents; Assistant to Business  
Administrator.**

**GROUP I - 12 months Secretaries, Bookkeeper, Payroll Clerks**

**GROUP II - 12 months Clerk Typists, P.B.X. Operator**

**GROUP V - 10 months Instructional Aides**



SCHEDULE A (Continued) - 1985-1986

Secretarial-Clerical-Instructional Aide Stipend

1. Certification - \$190.00 per year
2. A.A. Degree \* - \$320.00 per year
3. B.A./B.S. Degree - \$590.00 per year

\* For Secretaries and Clerks - Secretarial Science

\* For Instructional Aides - Education or job related fields

- a. The Board of Education may withhold, for inefficiency or other good cause, any increment provided for in these guides by a recorded roll call majority vote of the full membership of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days of the adoption of said action, to give written notice of said action, together with the reasons therefore, to the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:29-14. The denial of an increment shall not be otherwise grievable or arbitrable.
- b. Credit on the salary guide shall be given to:
  - (1) those employees who were promoted and did not receive their service increment, and
  - (2) those employees who were placed under contract after having worked in the Matawan-Aberdeen Regional Board of Education under voucher and who did not receive credit for that voucher service.
- c. In-Service Credits: Employees who participate in the in-service program shall be given two (2) credits for each in-service course completed.

## MEMORANDUM OF AGREEMENT

The undersigned representatives of the Matawan/Aberdeen Regional Board of Education and the Secretarial-Clerical Employees Unit of the Matawan Regional Teachers Association, having entered into collective negotiations for a successor to the agreement which has expired on June 30, 1986, herewith agree in accordance with the terms of the Matawan/Aberdeen Regional Board of Education fair and final offer of February 23, 1988, as they apply to the Secretarial-Clerical Employees Bargaining Unit, subject to ratification by the Matawan/Aberdeen Regional District Board of Education, as follows:

1. Duration of Agreement - This agreement shall be in effect from July 1, 1986 through June 30, 1989. Specifically, salary increases shall be retroactive to the starting date of the agreement.

2. Salaries - Salaries shall be in accordance with the attached guides. *With the inclusion of stipend increases of 9% for 1986/87, 9% for 1987/88 and 9.3% for 1988/89 above those reflected in the 1985-86 guide.*

3. Longevity - Secretary and clerical employees, upon their completion of ten years of service in the District, shall receive a longevity differential of \$300 per year which shall be effective as of July 1, 1987.

4. Health Insurance Benefits -

A. Effective 1987/88 school year, the Board of Education shall pay up to the sum of \$147.50 for direct prescription reimbursement and/or optical reimbursement for all employees and their dependents; effective 1988/89, the sum shall be increased to \$185.

B. The dental cap shall be fixed at the rates in effect during June 30, 1989 to reflect the full actual cost of the benefit per employee.

5. All of the other benefits and language provisions from the Board of Education's Fair and Final Offer of February 23, 1988, which apply to the Secretarial/Clerical employees shall be incorporated into this Memorandum of Agreement as if fully set forth at length.

6. All other provisions of the previous agreement expired on June 30, 1986, shall be incorporated without change in the new agreement.

7. If any other bargaining unit negotiates an improvement in benefits beyond this agreement, the parties shall reopen the negotiations.

In Witness Whereof, the undersigned put their signatures on this fourth day of March 1988.

For THE BOARD:

Bruce M. Leim  
Michael J. Flanagan  
[Signature]  
[Signature]

For the SECRETARIAL-CLERIAL  
EMPLOYEES UNIT OF THE ASSN.:

Barbara J. Duff  
Ann Marino  
Mary F. Puccio

85/86

STEP	IA SALARY	I SALARY	II SALARY	V SALARY
1	10,850	7,850	6,100	5,500
2	11,300	8,300	6,500	5,800
3	11,750	8,750	6,900	6,150
4	12,200	9,200	7,300	6,500
5	12,700	9,650	7,750	6,850
6	13,200	10,100	8,200	7,200
7	13,700	10,600	8,700	7,600
8	14,200	11,100	9,200	8,000
9	14,700	11,700	9,700	8,400
10	15,400	12,400	10,300	8,800
11	16,300	13,300	11,000	9,300
12	17,300	14,300	12,000	9,900
13	18,300	15,300	13,200	10,800
14	19,400	16,400	14,400	11,900
15	20,500	17,500	15,650	13,100

86/87 STEP	IA SALARY	I SALARY	II SALARY	V SALARY
1	11,730	8,450	6,530	5,880
2	11,830	8,550	6,630	5,980
3	12,320	9,040	7,070	6,300
4	12,810	9,530	7,510	6,675
5	13,300	10,025	7,930	7,050
6	13,840	10,475	8,425	7,425
7	14,380	10,975	8,900	7,825
8	14,930	11,475	9,400	8,250
9	15,470	12,050	9,950	8,675
10	16,020	12,725	10,550	9,125
11	16,750	13,600	11,250	9,600
12	17,750	14,500	12,050	10,100
13	19,000	15,575	13,225	10,825
14	20,250	16,850	14,450	11,925
15	22,350	19,050	17,050	14,150

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**87/88 WITH COMPRESSION**

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STEP		IA SALARY	I SALARY	II SALARY	V SALARY
6	1	14,880	11,220	8,860	7,870
7	2	15,460	11,700	9,400	8,300
8	3	16,050	12,300	9,920	8,730
9	4	16,650	12,900	10,540	9,210
10	5	17,300	13,500	11,160	9,690
11	6	17,950	14,250	11,780	10,180
12	7	18,700	15,230	12,640	10,720
13	8	19,800	16,230	13,600	11,270
14	9	21,300	17,460	15,000	12,330
15	10	24,950	21,280	18,950	15,800

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88/89 STEP	IA SALARY	I SALARY	II SALARY	V SALARY
1	16,550	12,470	9,750	8,650
2	16,700	12,580	9,920	8,800
3	17,350	13,110	10,500	9,280
4	18,000	13,780	11,090	9,760
5	18,700	14,470	11,780	10,290
6	19,400	15,150	12,470	10,830
7	20,100	15,960	13,170	11,370
8	20,900	17,080	14,150	11,980
9	22,150	18,160	15,490	12,700
10	27,800	23,700	21,100	17,600

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